

DECISIONS AND ORDERS
OF THE
NATIONAL LABOR RELATIONS
BOARD

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OF THE DEPARTMENT OF LABOR AND ADMINISTRATION — ARIZONA —	NUMBER 40093 RECEIVED
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In the Matter of R. C. HOILES, C. H. HOILES, HARRY HOILES, AND
MARY JANE HOILES, DOING BUSINESS UNDER THE TRADE NAME AND
STYLE OF CLOVIS NEWS-JOURNAL (FORMERLY EVENING NEWS-JOUR-
NAL) and PRYER C. SMITH

In the Matter of R. C. HOILES, C. H. HOILES, HARRY HOILES, AND
MARY JANE HOILES, DOING BUSINESS UNDER THE TRADE NAME AND
STYLE OF CLOVIS NEWS-JOURNAL (FORMERLY EVENING NEWS-JOUR-
NAL) and DALLAS CLARK

Cases Nos. C-756 and C-757, respectively.—Decided July 25, 1939

Newspaper Publishing Industry—Interference, Restraint, and Coercion: anti-union speech by manager; anti-union statements by a foreman; antipathy to union by refusal to embody agreement in written contract—*Discrimination:* demotion of foreman for union membership, followed by his resignation, remedy under Act not forfeited where employee refuses to submit to a discriminatory demotion; charges of discriminatory discharge, not sustained as to one employee—*Reinstatement Ordered:* as to demoted foreman—*Back pay:* awarded, from date of the discriminatory act, to the date of the Intermediate Report, and from the date of this Decision to the date of the offer of reinstatement.

Mr. Newell N. Fowler, for the Board.

Mr. Otto Smith, of Clovis, N. Mex., for the respondent.

Mr. Roman Beck, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Pryer C. Smith and Dallas Clark, the National Labor Relations Board, herein called the Board, by Aaron W. Warner, Regional Director for the Twenty-second Region (Denver, Colorado), issued its complaint dated May 2, 1938, against R. C. Hoiles, C. H. Hoiles, Harry Hoiles, and Mary Jane Hoiles, doing business under the trade name and style of Clovis News-Journal (formerly Evening News-Journal), Clovis, New Mexico, herein called the respondents, alleging that the respondents had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (3) and

13 N. L. R. B., No. 106.

Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On May 4, 1938, the Board, acting pursuant to Article II, Section 37 (b), of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered that the charges, and proceedings instituted in respect thereto, be consolidated for the purpose of hearing.

The complaint alleged, in substance, that the respondents demoted Pryer C. Smith, thereby causing him to resign, and discharged Dallas Clark, because they joined and assisted the International Typographical Union, Local 985, herein called the Union, and in other ways interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act. The complaint and accompanying notice of hearing were duly served upon the respondents, Pryer C. Smith, and Dallas Clark.

The respondents thereafter filed an answer denying the material averments of the complaint, and alleging affirmatively that Pryer C. Smith had been demoted as foreman of the composing room because of his inefficiency and that Dallas Clark had been discharged solely for reasons of economy.

Pursuant to notice, a hearing was held at Clovis, New Mexico, on May 24 and 25, 1938, before R. N. Denham, the Trial Examiner duly designated by the Board. The Board and the respondents were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded the parties. During the hearing the respondents made a motion to dismiss the complaint. Ruling on this motion was reserved by the Trial Examiner, and in his Intermediate Report the Trial Examiner recommended that the motion be granted. As indicated by our findings and order below, the Board adopts that recommendation only in so far as it relates to Dallas Clark. The Trial Examiner also made other rulings on motions and on objections to the admission of evidence. The Board has reviewed the aforesaid rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

Thereafter, the Trial Examiner filed an Intermediate Report, dated July 5, 1938, in which he found that the respondents had not committed unfair labor practices affecting commerce within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the Act, and recommended that the complaint be dismissed. Pryer C. Smith and Dallas Clark, respectively, filed exceptions to the Intermediate Report. The Board has considered the exceptions to the Intermediate Report and in so far as they are inconsistent with the findings, conclusions and order set forth below, finds them without merit.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

R. C. Hoiles, C. H. Hoiles, Harry Hoiles, and Mary Jane Hoiles are partners and own and publish the Clovis News-Journal,¹ a daily newspaper. The respondents also publish the Curry County Times, a weekly newspaper, and are the proprietors of a job-printing plant. All three enterprises are conducted in Clovis, New Mexico, which is about 12 miles distant from the Texas-New Mexico boundary. Clovis, having a population of about 12,500, is the county seat of Curry County, New Mexico, which has about 18,000 inhabitants.

At the date of the hearing the Clovis News-Journal had 7,221 subscribers of whom 1,642 were outside the State of New Mexico. In the distribution of the Clovis News-Journal the respondents regularly use the United States postal facilities and the Atchison, Topeka and Santa Fe Railway. In 1937 approximately 18½ per cent of the total advertising lineage published in the Clovis News-Journal was that of advertisers having their principal places of business in States other than New Mexico. All of this national advertising was obtained through an advertising agency in Dallas, Texas. The gross revenue of the Clovis News-Journal during 1937 was \$88,084.23, of which \$20,677.74 was derived from newspaper sales, and \$67,406.49 from advertising.

During 1937 the respondents purchased 324,165 pounds of newsprint worth approximately \$8,100 in the State of Washington. This newsprint was transported by railway from the State of Washington to the respondents' plant in Clovis, New Mexico. In the same period the respondents purchased in States other than New Mexico other materials, machinery, and equipment worth approximately \$5,450.

The respondents are members of the Associated Press, from which they regularly receive for publication in the Clovis News-Journal news gathered in all parts of the world. The respondents also collect local news for the Associated Press which is distributed among its member newspapers in other States. The respondents also subscribe to the following newspaper feature services: N. E. A. Service of Cleveland, Ohio; King Features Syndicate, Inc. of New York City; and Chicago Tribune Service of New York City. The respondents publish in the Clovis News-Journal photographs and a miscellany of newspaper features, such as comic strips, cartoons, and feature

¹ Prior to March 19, 1938, the Clovis News-Journal was called the Evening News-Journal.

articles, most of which are transmitted to the Clovis News-Journal from States other than New Mexico by these feature services.

The respondents' answer admits the following allegations of the complaint: (1) that the respondents regularly sell a substantial proportion of the Clovis News-Journal in States other than New Mexico; (2) that they purchase in such other States almost all of the paper, ink, machinery, and other materials used in their business; and (3) that all of those purchases are transported into New Mexico from such other States.

II. THE LABOR ORGANIZATION INVOLVED

Although no labor organization is a party to this proceeding, the unfair labor practices alleged in the complaint relate to International Typographical Union, Local 985, which is a labor organization admitting to membership the printers and working foremen in the respondents' employ.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

In September 1937 Richard Hindley, the general manager of the Clovis News-Journal informed Pryer C. Smith, foreman of the printing department, that he anticipated the early unionization of the printers despite his opposition thereto, and told Smith to be certain that all the printers were proficient enough to merit the higher union wage rates.

Several weeks after this incident the printers in the respondents' employ met in Smith's home and decided to organize the Union. All printers in Clovis were invited to join the Union although the initiative for its formation came from the respondents' employees. Soon thereafter the Union obtained its charter, and Smith was elected president. These steps in forming the Union were given publicity in three local newspapers and occurred during the temporary absence of Hindley from Clovis. When Hindley learned that the Union had been organized, he called the printers of the Clovis News-Journal and Curry County Times together and reproved them for having organized the Union. The gist of Hindley's remarks at this meeting, which occurred on October 16, 1937, is contained in the excerpt from Smith's testimony which follows:

. . . He [Hindley] found that some underhanded work had been done behind his back apparently, and he wanted to know why the men chose to organize this union . . . He stated that he did not object to union membership by any of the workers there, but he wanted no part in a union, that he did not desire . . . a union organization locally, at least to have anything to do with it

as far as the News-Journal was concerned. He said he had had previous conflicts with the Union . . . He said apparently the money we paid out to the Union was more or less a waste of money. We could take that same money and use it to buy other things and that he would, if possible, raise the wages, and then wanted to know if he did that why we would still want the Union.

Several witnesses confirmed Smith's version of Hindley's talk. When Hindley was asked at the hearing if the testimony of the Board witnesses regarding his remarks was substantially correct, he replied, "Yes, I would say it is."

Soon after Hindley's talk to the printers, the Union appointed a committee to present its demand for a collective bargaining agreement based on the minimum wage scale and maximum hour provision approved by the International Typographical Union. Smith was the spokesman for the union committee which, on November 6, 1937, submitted to Hindley the aforesaid demands. Hindley promised to give the committee the respondents' answer to its demands in about 10 days. The negotiations for a collective bargaining agreement continued, however, during a period of 3 months and on February 6, 1938, culminated in an oral agreement. The respondents persisted in their antipathy toward the Union by a refusal to embody the terms of that agreement in a written contract.²

On November 9, 1937, Hindley caused advertisements to be published in trade newspapers inviting non-union linotype operators and pressmen to apply for work. He explained at the hearing that this was done as a precaution in the event a strike should occur.

On November 15, 1937, while the contract negotiations were still in progress, the respondents demoted Smith as foreman of the composing room of the Clovis News-Journal and hired a new foreman whose name was Allen Hodges. Hodges immediately attempted to persuade the printers to give up their membership in the Union. Russell Whitehead, a former employee, gave the following testimony concerning a conversation with Hodges shortly after Hodges became foreman:

He [Hodges] said he would like to get all the boys together and agree to a proposition.

Q. Where did that take place?

A. At the Standard Bar over a glass of beer after working hours.

² In other cases we have commented upon the anti-union bias evinced by an employer's refusal to embody the terms of a collective agreement in a written contract. *Matter of Inland Steel Company and Steel Workers Organizing Committee, et al.*, 9 N. L. R. B. 783, 797-804; *Matter of Western Felt Works, a corporation and Textile Workers Organizing Committee, Western Felt Local*, 10 N. L. R. B. 407.

Q. Did you invite him or he asked you?

A. He asked me . . . He continued to talk against it [the Union].

Q. What did he say?

A. The town was too small for a union organization, and it would not work. We could get along without it just fine.

Hodges did not deny having made the statements attributed to him by Whitehead. Another employee, J. A. Brown, quoted Hodges as having said that, "He did not think we would ever get a contract . . . There will never be a contract here as long as I am around." Although Hodges denied having made these statements to Brown, his denial is not convincing in view of his attempt to induce the men to abandon the Union. Hodges admitted, moreover, that he told two other employees, Lawson and O'Bryan, Jr., that he did not think a union advisable in a community as small as Clovis. We find that Hodges made the foregoing statements, and that the respondents are responsible for his acts.³

We find that by the attempts set forth above to obstruct the organization of the Union, and by the refusal to put the agreement in writing, the respondents have interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. Discriminatory demotion of Pryer C. Smith

Pryer C. Smith began to work for the respondents as a linotype operator in March 1935. Upon the retirement of the foreman of the composing room, Smith succeeded to the foremanship in March 1936 for a trial period of a month. Thereafter, he remained as foreman of the composing room until his demotion.

On November 15, 1937, Smith was informed by Hindley that Hodges had been engaged to supplant him as foreman of the composing room. Hindley offered, however, to retain Smith as a printer without reduction in pay, or to give him a week's salary if he desired to leave the respondents' employ. On the same day Smith, being unwilling to submit to the demotion, left the respondents' employ.

The respondents contend they demoted Smith for inefficiency which had manifested itself in: (1) a frequent failure of the newspaper to be printed in time to meet the deadline for distribution, (2) an in-

³ Cf. *Swift & Company v. National Labor Relations Board*, United States Circuit Court of Appeals, Tenth Circuit, decided June 7, 1939, 106 F. (2d) 87, wherein the Court said: "Furthermore, with respect to the acts of supervisory foremen, the doctrine of *respondent superior* applies, and petitioner is responsible for the actions of its supervisory foremen, even though it had no actual participation therein."

ordinate increase in the page-cost of the newspaper,⁴ (3) laxity in shop discipline, and (4) excessive overtime.

In all newspapers the composition and printing of matter to be published are subject to prescribed time limits called "deadlines" in order to insure timely distribution of the paper. There is a deadline for the submission of copy to the composing room by the editorial and advertising departments. The evidence shows that, in almost all newspapers, failure to observe this deadline for press copy is a constant source of difficulty. The Clovis News-Journal was no exception to this general rule. The respondents assert that while Smith was in charge of the composing room timely issuance of the newspaper had frequently been delayed because of his lack of firmness in rejecting late copy. Smith testified that such delay had not occurred on more than three occasions during the entire period that he was foreman of the composing room. Moreover, he testified that he had frequently complained to Hindley of the failure of the editorial and advertising departments to observe the deadline for press copy, but that Hindley did nothing about the matter. J. W. Simpson, an employee of the respondents, testified that he was unable to recall a single occasion when the paper was issued too late for delivery by the carriers. A certain means of determining whether or not such delay had been frequent would have been to examine the respondents' daily circulation records which recorded the exact time that the paper left the press. Earl Grau, respondents' circulation editor, was requested to produce those records for the 3 months preceding Smith's demotion. Grau at first testified that he thought the records were available and agreed to produce them if they were still in respondents' possession. Subsequently, Grau testified that he recalled that the records had been destroyed. The reason for their destruction does not appear. In the absence of these records we see no reason to disbelieve Smith's denial that the paper had frequently been late in issuance.

During the period that Smith was foreman of the composing room, several changes were made in the format and content of the newspaper. Hindley admitted that these changes necessarily increased the page-cost but testified that in his opinion the increase had been disproportionate. In view of the lack of satisfactory evidence as to the additional cost properly attributable to the changes, we are unable to determine whether or not the increase in page-cost was excessive. Several circumstances, however, indicate that the respondent did not regard the increase as excessive. Smith testified without contradiction that Hindley had not found fault with him because of the in-

⁴ In the testimony, the phrase page-cost is used to refer to the cost of printing each page of the newspaper determined by a cost-finding method regularly employed by the respondents.

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creased page-cost. In October 1937, shortly prior to his demotion, Smith received a bonus because the page-cost during the preceding month had been less than an agreed standard. The record shows that the page-cost continued to increase after Hodges took Smith's place as foreman of the composing room. We are satisfied that the increase in page-cost did not influence the respondents in demoting Smith.

There was testimony that Smith occasionally permitted the men to get refreshments during working hours. Employee Simpson testified that this occurred only occasionally and not on company time. Simpson admitted that the men had sent for beer on a few Saturday afternoons after the edition had gone to press. The respondents' bookkeeper, Mary Robbins, admitted that this practice had occurred only after the edition had gone to press. The evidence as a whole reveals that an informal atmosphere prevailed in the respondents' plant. On one occasion, for example, Hindley himself treated the men to whiskey. On another occasion, shortly before Christmas, Hodges treated the men to eggnogs. There is evidence that Hindley reprimanded two printers one morning for getting refreshments while on duty. Smith, however, also reproved the men as soon as he learned the facts. Smith denied that he had tolerated loafing on the job. We do not think that Smith was lax in regard to shop discipline, or that the respondents demoted him in the belief that he had been remiss in that respect.

Hindley testified that he had requested Smith to hire additional men because of too much overtime, but did not state whether or not Smith had done so. Smith testified to only one such request by Hindley, with which he promptly complied. Several months prior to his demotion, Smith protested to Hindley his inability to continue as foreman unless he was permitted to engage another man to relieve him of certain other work. As soon as Hindley agreed to the employment of the new man, Smith hired him. Simpson, an employee, testified that Smith took the initiative in engaging this additional employee. There is no evidence that Smith ever refused a request by Hindley to employ additional men. Nor did the respondents show that Smith had any reason to favor overtime. We are convinced that Smith complied with every request of Hindley to engage additional men, and that the matter of overtime did not enter into the reasons for Smith's demotion.

Hindley testified that an incident occurring on October 1, 1937, caused him to lose confidence in Smith. Smith informed Hindley that Phillips, a printer, had requested permission to visit his ill mother. Hindley did not object to granting that request. Hindley testified that a day or two later he asked Smith the reason for Phillips' continued absence, since Phillips had not returned to work,

and was told by Smith, "I guess he is working at Hobbs." Hindley stated at the hearing that Smith's failure promptly to replace Phillips displeased him. Smith's version of the Phillips incident is as follows:

At that time I questioned the employees in the back shop and one of them said he had been told Mr. Phillips had an offer . . . of a job in Hobbs, New Mexico. So I then immediately approached Mr. Hindley and explained to him I believed he must be working in Hobbs and asked him to try to verify that by telephone or telegraph and if Mr. Phillips were employed in Hobbs, so far as I was concerned, he was out. It would be up to Mr. Hindley whether he should come back.

It is difficult to believe that Hindley would have increased Smith's wages on October 17, 1937, a few weeks after the Phillips incident, if Smith's version of the matter were not correct. We are satisfied that this incident did not influence the respondents in demoting Smith.

Upon all the evidence we are not convinced that the respondents demoted Smith because they considered him inefficient. We are persuaded to this conclusion by the fact that the respondents gave Smith four separate wage increases while he was foreman. As has been noted, the last of the wage increases occurred within a month of his demotion. In addition he received a bonus for effecting a saving in page-cost shortly prior to his demotion. This appreciation of Smith's work strongly militates against the respondents' contention that he had been inefficient. We must, then, look elsewhere for the explanation of his demotion.

Several weeks prior to the formation of the Union, Hindley told Smith of his fear that a union of the printers would soon be organized, and asked Smith whether in that event he would support the union or remain loyal to him. Smith became the president of the Union and spokesman of the committee that presented the Union's bargaining demands to Hindley. He was demoted soon thereafter, and less than a week after Hindley had advertised for non-union printers. When we consider these circumstances in the light of the interference by Hindley and later by Hodges, with the exercise by the printers of their right to self-organization, we are satisfied that the respondents' controlling motive in demoting Smith was resentment of his union activity.

We find that the respondents, by demoting Smith and thereby discriminating in regard to his hire and tenure of employment, and the terms and conditions of his employment, discouraged membership in the Union and interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

At the hearing Smith testified that he desired reinstatement, and that he was then employed in Amarillo, Texas, as a linotype operator, but as an extra man; that is, his employment depended upon other employees being absent from work. Since leaving the respondents' employ, Smith earned \$776.45 to the date of the hearing.

C. Alleged discriminatory discharge of Dallas Clark.

Dallas Clark, a printer, was discharged by the respondents on November 23, 1937. The respondents contend that they dismissed Clark solely because he was no longer needed. Prior to Clark's discharge, Hodges informed Hindley that Clark's services could be dispensed with since his work could be divided between two other employees, thereby reducing the respondents' operating expense. Thereupon, the respondents discharged Clark. The evidence shows that Hodges' suggestion regarding the distribution of Clark's work has been followed and that the respondents did not hire anyone to do the work previously performed by Clark. Although Clark was a member of the union negotiating committee, we are not convinced that his union activity caused his discharge.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

We find that the activities of the respondents set forth in Section III above, occurring in connection with the operations of the respondents described in Section I above, have a close, intimate, and substantial relation to trade, traffic, commerce, and communication among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the respondents have engaged in certain unfair labor practices, we shall order them to cease and desist therefrom. In order to effectuate the policies of the Act we shall also order the respondents to reinstate Pryer C. Smith to his former position as foreman of the composing room, and to make him whole for any loss of pay he has suffered by reason of the discrimination against him. In requiring the reinstatement with back pay of Smith we have not overlooked the fact that he was afforded the opportunity to remain as a printer. We have previously held that an employee need not submit to a discriminatory demotion but may resign without thereby forfeiting his remedy under the Act.⁵ Inasmuch as the Trial Examiner recommended the dismissal of the complaint as to Pryer C.

⁵ See *Matter of Waggoner Refining Company, Inc., and W. T. Waggoner Estate and International Association of Oil Field, Gas Well and Refinery Workers of America*, 6 N. L. R. B. 731.

Smith, the respondents shall not be required to give him back pay from July 5, 1938, the date of the Intermediate Report, to the date of this Decision.⁶

The back pay awarded Smith will be ordered from November 15, 1937, the date of the discriminatory act, to July 5, 1938, the date of the Intermediate Report, and from the date of this Decision to the date of the offer of reinstatement. The amount of the back pay shall be a sum of money equal to the amount which Smith normally would have earned as wages during the aforesaid periods, less his net earnings⁷ during said periods.

Since we have found that Dallas Clark was discharged for reasons of economy, the allegations of the complaint with respect to him will be dismissed.

Upon the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

CONCLUSIONS OF LAW

1. International Typographical Union, Local 985, is a labor organization within the meaning of Section 2 (5) of the Act.

2. The respondents, by discriminating in regard to the hire and tenure of employment and the terms and conditions of employment of Pryer C. Smith, and thereby discouraging membership in a labor organization of its employees, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

3. The respondents, by interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

5. The respondents, by discharging Dallas Clark, have not engaged in unfair labor practices within the meaning of Section 8 (3) of the Act.

⁶ See *Matter of Kuehne Manufacturing Company and Local No. 1791, United Brotherhood of Carpenters and Joiners of America*, 7 N. L. R. B. 304.

⁷ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Grossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590*, 8 N. L. R. B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects are not considered as earnings, but, as provided below in the Order, shall be deducted from the sum due the employee, and the amount thereof shall be paid over to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects.

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that R. C. Hoiles, C. H. Hoiles, Harry Hoiles, and Mary Jane Hoiles, copartners doing business under the trade name of Clovis News-Journal, and their agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Typographical Union, Local 985, or any other labor organization of their employees, by demoting employees or in any other manner discriminating in regard to hire or tenure of employment, or any terms or conditions of employment;

(b) In any other manner interfering with, restraining, and coercing their employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Pryer C. Smith immediate and full reinstatement to his former position as foreman of the composing room without prejudice to his seniority or other rights or privileges;

(b) Make whole Pryer C. Smith with back pay for the periods indicated in Section V above, computed as therein set forth;

(c) Post immediately in conspicuous places throughout their plant notices stating that the respondents will cease and desist in the manner set forth in 1 (a) and (b) and that they will take the affirmative action set forth in 2 (a) and (b) of this Order, and maintain such posted notices for a period of at least sixty (60) consecutive days from the date of posting;

(d) Notify the Regional Director for the Twenty-second Region in writing within ten (10) days from the date of this Order what steps the respondents have taken to comply herewith.

AND IT IS FURTHER ORDERED that the complaint, in so far as it alleges that the respondents have engaged in unfair labor practices by discharging Dallas Clark be, and it hereby is, dismissed.

MR. WILLIAM M. LEISERSON took no part in the consideration of the above Decision and Order.